

**REQUEST FOR PROPOSALS to the Office of Legislative Research  
and General Counsel for  
Legal Consulting Services and Relations Services Relating to Obtaining  
Certain Public Lands From the Federal Government  
RFP No. 2015-01**

**ADDENDUM 1**

**Addendum Date: March 27, 2015**

**ITEM 1**

**Question:**

Does Section V.2.i require the responder to “determine, and receive approval for” a fixed cost [for] each specific identified task, or for hourly rates with an overall estimated cost that may encompass multiple specific identified tasks?

**Answer:**

Section V.2.i requires an estimated total cost for the two-week period that is attributable to any and all LEGAL CONSULTING SERVICES. The purpose of Section V.2.i is to enable the chairs of the COMMISSION to keep track of completed work and ongoing costs, thereby ensuring that the provision of LEGAL CONSULTING SERVICES stays within budget and that taxpayer money is expended in a responsible manner.

**ITEM 2**

**Question:**

Is the cost determination and approval framework set forth in Section V.2.i limited to “work done to complete an initial draft of the legal brief,” or does it require cost estimates for other, separate Legal Consulting Services work that may arise?

**Answer:**

The provisions of Section V.2.i relate to all work done for the COMMISSION. The provisions of Section V.2.i are not limited to the initial draft of the legal brief.

### ITEM 3

#### Question:

Is “ATTACHMENT A – COST PROPOSAL FORM FOR LEGAL CONSULTING SERVICES” limited to “work done to complete an initial draft of the legal brief,” or does it request cost estimates for additional and unspecified Legal Consulting Services work that may arise?

#### Answer:

Because a large portion of the LEGAL CONSULTING SERVICES relates to the legal brief, the last question in Section I of Attachment A asks for a cost estimate that applies specifically to work done to complete an initial draft of the brief. All other portions of Attachment A, including the hourly rates in Section I of Attachment A, relate to all LEGAL CONSULTING SERVICES, including, but not limited to, the initial draft of the legal brief.

### ITEM 4

#### Question:

Does “ATTACHMENT A – COST PROPOSAL FORM FOR LEGAL CONSULTING SERVICES” use the same two-week framework for cost determination and approval set forth in Section V.2.i, or does it request cost estimates for all “work done to complete an initial draft of the legal brief” beyond the initial two-week period?

#### Answer:

Attachment A does not use the same two-week framework described in Section V.2.i. The framework described in Section V.2.i relates to the process to be used throughout the duration of the contract to keep track of completed work and associated costs. The last question in Section I of Attachment A asks for a cost estimate that applies to all work done to complete an initial draft of the legal brief. All other portions of Attachment A, including the hourly rates in Section I of Attachment A, relate to all LEGAL CONSULTING SERVICES that will be provided throughout the duration of the contract, including, but not limited to, the initial draft of the legal brief.

### ITEM 5

#### Question:

May an attorney satisfying the requirements of Section V.2.h.ii (i.e., Utah local counsel) and an attorney with experience filing an original Supreme Court action as required by Section V.2.e.ii be brought in from outside the responder law firm to complete the Legal Consulting Services team?

#### Answer:

Yes.

#### ITEM 6

##### Question:

Is it necessary for the responder to provide a list of references as required by Section V.5.d for members of the Legal Consulting Services team who are not in the responder law firm?

##### Answer:

Yes.

#### ITEM 7

##### Question:

Are there specific government departments or agencies from which the responder must procure “[a] certification indicating that neither the responder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by any governmental entity” as required by Section V.5.g?

##### Answer:

No. It is expected that each responder will make this certification, in writing, themselves.

#### ITEM 8

##### Question:

Is it necessary for the responder to provide the certification required by Section V.5.g for members of the Legal Consulting Services team who are not in the responder law firm? In other words, are members of the Legal Consulting Services team who are not in the responder law firm “principals” of the responder under the RFP?

##### Answer:

It is expected that the responder will make this certification, in writing, for themselves and for members of the Legal Consulting Services team who are not in the responder law firm.

#### ITEM 9

##### Question:

Is it necessary for the responder to provide “proof of legal malpractice insurance and the levels and terms of the insurance” required by Section V.5.h for members of the Legal Consulting Services team who are not in the responder law firm?

Answer:

Yes.

#### ITEM 10

Question:

Is it necessary for the responder to provide “[p]roof of other insurance” and additional information required by Section V.5.i for members of the Legal Consulting Services team who are not in the responder law firm?

Answer:

Yes.

#### ITEM 11

Question:

Is it necessary for the responder to provide the “specific point-by-point response” required by Section V.5.j for members of the Legal Consulting Services team who are not in the responder law firm?

Answer:

A responding law firm that associates with one or more attorneys outside of the responding law firm for purposes of this RFP should make a point-by-point response for the responding law firm and for each associated attorney. It is anticipated that this could be done in a consolidated manner where each response relates to all attorneys involved and that any differences will be expressly stated. The responding law firm, and each attorney associated with the responding law firm for purposes of this RFP, should sign the RFP response indicating that the responding law firm and each associated attorney have read, understand, and agree to be bound by the RFP and the RFP response.